

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

FREDERICK W REPETSKY, JR
KIMBERLY L REPETSKY

NO. 21-13289 AMC
CHAPTER 13
HEARING: March 2, 2022

MOTION OF CAB EAST, LLC/ FORD MOTOR CREDIT COMPANY, LLC FOR RELIEF
FROM THE AUTOMATIC STAY, BANKRUPTCY CODE § 362a
RE: LEASED 2019 FORD F-150 MOTOR VEHICLE

1. Movant is CAB East, LLC by its servicer, Ford Motor Credit Company, LLC (Ford Credit) with offices at the National Bankruptcy Service Center in Colorado Springs, Colorado.
2. Respondents are Debtors, Frederick W Repetsky, Jr. and Kimberly L Repetsky as well as, and the Chapter 13 Trustee, Scott F. Waterman, Esquire.
3. Debtors, as Lessees, entered into a written motor vehicle Lease Agreement dated March 18, 2019 ("Lease") for a 2019 Ford F-150 motor vehicle [VIN ...91188] ("Vehicle") originally from a Dealer, John Kennedy Ford/Mazda. Dealer contemporaneously assigned the Lease for the benefit of CAB East, LLC, which became the owner of the Vehicle, financed by FMCC/Lincoln, which became the servicer of the Lease to collect all amounts due and enforce the Lease, as acknowledge in the Lease signed by Debtor.
4. A true and correct copy of the Lease, as well as the Vehicle's Certificate of Title showing the ownership interests of CAB East, LLC, is attached as Exhibit A and B respectively, and incorporated by reference.
5. Debtors assume the Lease in their Chapter 13 Plan [Doc 2, Part 6]
6. Debtors have defaulted on their Lease obligations, *inter alia*, by failing to provide proof of appropriate insurance and by failing to make Lease payments which are contractually \$500.00 each.
7. The Lease account is due for December 17, 2021 and thereafter; the most recent payment was of \$500.00 on November 17, 2021.

8. The Lease account is past due \$1,000.00 plus costs and fees as of this date.

9. Ford Credit has incurred legal expenses in protecting its interests and is seeking adequate protection of its interests which Debtor has failed to provide.

10. The Lease term nominally ends June 18, 2022.

11. There is no equity in the Vehicle or the Lease for Debtor or its estate, nor is the same now necessary for an effective reorganization.

WHEREFORE, CAB East LLC/Ford Motor Credit Company, LLC prays this Honorable Court to enter an Order granting it relief from the automatic stays of Code Section 362 as to the Vehicle, with waiver of FRBP 4001(a)(3), and for such other relief as is just and equitable.

Respectfully submitted,

GERSHMAN LAW OFFICES, PC

A handwritten signature in dark ink, appearing to be 'HG', is written over a horizontal line.

Howard Gershman
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